

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN**

HRB RESOURCES LLC
(d/b/a H&R BLOCK),

Plaintiff,

Civil Action No.: 2017-cv-10684

v.

Hon. Robert H. Cleland

TABITHA EGLE AND
JULIE BECHARD-FREY,

Defendants.

Richard W. Warren (P63123)
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.
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ATTORNEYS FOR JULIE BECHARD-FREY

**STIPULATION AND ORDER FOR
PERMANENT INJUNCTION AND CONSENT JUDGMENT**

Plaintiff HRB Resources LLC (d/b/a H&R Block) (“H&R Block”) brought this action against Defendants Tabitha Egle and Julie Bechard-Frey. This matter

comes before the Court on the joint request of H&R Block and Ms. Bechard-Frey for issuance of a Permanent Injunction and Consent Judgment. H&R Block and Ms. Bechard-Frey jointly move for entry of this Permanent Injunction and Consent Judgment, and state as follows:

1. H&R Block is a tax preparation service company that has offices throughout the United States, including in Michigan.
2. Ms. Bechard-Frey was employed by H&R Block in the Detroit (MI) District and provided tax preparation services pursuant to the parties' Tax Professional Employment Agreement, a copy of which was filed with H&R Block's Verified Complaint for Injunctive Relief.
4. H&R Block asserted claims that Ms. Bechard-Frey violated post-employment restrictive covenants contained in her employment agreement.
5. H&R Block and Ms. Bechard-Frey have now reached a confidential settlement agreement in this matter which the parties agree is a valid, enforceable, and binding contract between them. That settlement agreement further contemplates that the Court will enter this Permanent Injunction and Consent Judgment, which has been agreed to by the parties in both form and substance.
6. H&R Block and Ms. Bechard-Frey having stipulated to this Court entering this Permanent Injunction and Consent Judgment, the Court finds as follows, and IT IS HEREBY ORDERED that:

a) Ms. Bechard-Frey is prohibited from directly or indirectly contacting, soliciting, or providing services to an H&R Block Company Client¹ for a period of two (2) years from the date of this Order. Although Ms. Bechard-Frey may engage in general advertising for tax preparation services, she is prohibited from targeting those services at H&R Block clients, and shall not use third party advertisers or vendors to indirectly engage in any conduct otherwise prohibited under this Order. In the event that an H&R Block Company Client contacts Ms. Bechard-Frey as the result of her advertising, Ms. Bechard-Frey will decline to perform services for that Client;

b) Ms. Bechard-Frey is prohibited from directly or indirectly contacting, soliciting, or providing any of the following services to any H&R Block Company Clients: (1) preparing tax returns, (2) filing tax returns electronically, or (3) providing bookkeeping or any other alternative or additional service that H&R Block provides, for a period of two (2) years from the date of this Order. Although Ms. Bechard-Frey may engage in general advertising for tax preparation services, she is prohibited from targeting those services at H&R Block clients, and shall not use third

¹ For the purposes of this Order, the term “H&R Block Company Client” is defined as every person or entity whose federal or state tax return was prepared or electronically transmitted by H&R Block during Ms. Bechard-Frey’s employment by H&R Block. The term “H&R Block Company Client” also includes every H&R Block customer who was previously serviced by Ms. Bechard-Frey or by any other former H&R Block employee who subsequently became or becomes employed by Plan B Tax Relief during the period of two (2) years from the date of this Order.

party advertisers or vendors to indirectly engage in any conduct otherwise prohibited under this Order. In the event that an H&R Block Company Client contacts Ms. Bechard-Frey as the result of her advertising, Ms. Bechard-Frey will decline to perform services for that Client;

c) Ms. Bechard-Frey is prohibited from directly or indirectly soliciting or hiring any current or former H&R Block employees to work in any business that provides any product or service in competition with H&R Block, for a period of one (1) year from the date of this Order;

d) Ms. Bechard-Frey is hereby enjoined from using or disclosing confidential or proprietary information or any trade secrets of H&R Block, including customer names and data;

e) Ms. Bechard-Frey is hereby enjoined from retaining or failing to return to H&R Block any personal property, documents, electronic files, and confidential or proprietary information of H&R Block or regarding H&R Block's customers or business relationships, including any copies thereof;

f) In the event that Ms. Bechard-Frey violates any of the terms of the Confidential Settlement Agreement and Mutual General Release executed by the parties on May 2, 2017, a monetary judgment will be entered in favor of H&R Block and against Ms. Bechard-Frey in the amount of \$50,000.00, for which sum let execution issue;

g) The remaining claims against Ms. Bechard-Frey in the case are dismissed, with prejudice, with each party to bear its or her own costs and attorney's fees; and

h) In the event that any part of this Order is violated by any party bound to it, the party benefiting by the Order may, by motion with notice to the other party, apply for sanctions and such other relief as may be appropriate.

IT IS FURTHER ORDERED that this Court shall retain jurisdiction of this matter for purposes of enforcing this Order.

IT IS SO ORDERED.

S/Robert H. Cleland
ROBERT H. CLELAND
UNITED STATES DISTRICT JUDGE

Dated: May 5, 2017

I hereby certify that a copy of the foregoing document was mailed to counsel of record and/or pro se parties on this date, May 5, 2017, by electronic and/or ordinary mail.

S/Lisa Wagner
Case Manager and Deputy Clerk
(810) 292-6522

Date: May 2, 2017.

Respectfully submitted,

/s/Richard W. Warren (P63123)

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